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## 5 Attorney for Plaintiffs

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA  
PHOENIX DIVISION

8 Todd Heichel, Rudy Castro, Justin  
9 Garmendia, Joshua Holgate and Randi  
10 Pitts, Each Individually and on Behalf of  
All Others Similarly Situated,

11 Plaintiffs,

12 v.

13 Tri City Transport, LLC, SWWOOP,  
LLC, and Michael Butler,

Defendants.

NO. 2:22-cv-1513-PHX-SMM

## **DECLARATION OF RUDY CASTRO**

16 I, Rudy Castro, do hereby swear, affirm, and attest as follows, based upon my  
17 personal knowledge of the matters contained herein:

18           1. My name is Rudy Castro, and I am over the age of 18 and duly qualified  
19 to execute this declaration.

20 2. I am a resident and domiciliary of the State of Arizona.

1       3. I was employed by Tri City Transport, LLC, SWWOOP, LLC, and  
2 Michael Butler (“Defendants”), from May, 2022 through June, 2022. Defendants  
3 operated a non-emergency medical transport and medical supply delivery business.

4       4. I worked for Defendants as a delivery driver. My employment caused me  
5 to drive to various places in Arizona to perform deliveries.

6       5. Michael Butler informed me that I would be paid \$1.25 per mile driven.

7       6. Instead, Defendants paid me nothing whatsoever for my work.

8       7. As a delivery driver, my primary duties were delivering medicine and  
9 transporting people to appointments.

10       8. I was required to maintain and pay for an operable, safe, and legally  
11 compliant automobile, while paying for related costs, gasoline, insurance, cell phone  
12 costs, and other necessary delivery equipment.

13       9. I drove approximately 500 miles per week and worked 60 hours per week  
14 while working for Defendants.

15       10. I was not reimbursed for any actual expenses and was not reimbursed at  
16 the IRS standard business mileage rate for the miles I drove. I completed approximately  
17 2 deliveries per hour while working with a typical delivery anywhere from 1 to 100  
18 miles away.

19       11. During my time working for Defendants, I was expected to be available  
20 for deliveries between the hours of 5 AM and 9 PM, Monday through Sunday of every  
21 week.

22

1           12. I frequently worked hours over 40 in a week and did not receive sufficient  
2 overtime premium because of the unreimbursed mileage expenses.

3           13. As a result of the unreimbursed mileage, automobile, and other job-related  
4 expenses incurred, I was deprived of minimum and overtime wages guaranteed to me  
5 by the FLSA.

6        14. Defendant owes me a total of \$32,089.50 which is shown by a calculation  
7 of damages that is submitted as Exhibit 1. I am owed \$10,696.50 in back wages for  
8 unpaid overtime premiums and minimum wages, and under the liquidated damages  
9 provisions of the Fair Labor Standards Act, I am owed an equal amount in liquidated  
10 damages. In addition, under Arizona Revised Statute § 23-355, I am entitled a further  
11 equal amount as treble damages.

12 PURSUANT TO 28 U.S.C. § 1746, I VERIFY UNDER PENALTY OF  
13 PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA  
14 THAT THE FOREGOING IS TRUE AND CORRECT.

15 Executed this 14 day of August, 2024.

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**RUDY CASTRO**

Date	Total Estimated Miles	Total Hours	Total Pay	Minimum Wage	IRS Reimbursement Rate	Kickback	Minimum Wage Damages	OT Damages	Total Damages	Treble Damages
5/1/22	500	60	\$0.00	\$12.80	0.585	\$292.50	\$1,060.50	\$128.00	\$1,188.50	\$3,565.50
5/8/22	500	60	\$0.00	\$12.80	0.585	\$292.50	\$1,060.50	\$128.00	\$1,188.50	\$3,565.50
5/15/22	500	60	\$0.00	\$12.80	0.585	\$292.50	\$1,060.50	\$128.00	\$1,188.50	\$3,565.50
5/22/22	500	60	\$0.00	\$12.80	0.585	\$292.50	\$1,060.50	\$128.00	\$1,188.50	\$3,565.50
5/29/22	500	60	\$0.00	\$12.80	0.585	\$292.50	\$1,060.50	\$128.00	\$1,188.50	\$3,565.50
6/5/22	500	60	\$0.00	\$12.80	0.585	\$292.50	\$1,060.50	\$128.00	\$1,188.50	\$3,565.50
6/12/22	500	60	\$0.00	\$12.80	0.585	\$292.50	\$1,060.50	\$128.00	\$1,188.50	\$3,565.50
6/19/22	500	60	\$0.00	\$12.80	0.585	\$292.50	\$1,060.50	\$128.00	\$1,188.50	\$3,565.50
6/26/22	500	60	\$0.00	\$12.80	0.585	\$292.50	\$1,060.50	\$128.00	\$1,188.50	\$3,565.50
							\$9,544.50	\$1,152.00	\$10,696.50	\$32,089.50